

**STATE OF TENNESSEE  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**Bill Haslam  
GOVERNOR**

**220 French Landing Drive  
Nashville, TN 37243-1002  
(615) 741-2582**

**Karla Davis  
COMMISSIONER**

August 25, 2011

James W. White, Director  
Fiscal Review Committee  
State of Tennessee  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243-0057

REF: 337.10-628-09 Amendment 1 to a Non Competitive Contract (CG-REMOTE-08)

Dear Mr. White:

Outlined below is our justification for amendment 1 to the Non Competitive Contract with Bull HN Information Systems, Inc.

The initial term of the contract is from August 1, 2008 through September 30, 2011 with two additional option years.

This service is for Remote Hosting services, Disaster Recovery, Services, Production Control Services and Remote Technical Support in connection with the State's General Comprehensive Operating System (GCOS) and GCOS Computing Facility.

Bull HN Information Systems, Inc. (Bull) is the sole source provider in the United States (exclusive of Federal Government agencies, Alaska, Hawaii, and the United States Territory of Guam through Bull's distributor, DigitalNet Government Solutions, LLC.) of the DPS 9000/TA22S equipment ("Equipment") and the GCOS 8 operating system software for the DPS 9000/TA22S.

Bull HN Information Systems does not distribute maintenance or software through dealerships or re-sellers.

Our Bull DPS9000/TA22S was installed in January of 2003 and it reached its end-of-life by industry standards. By remote hosting, we avoided a capital expenditure of a minimum of \$718,000 for a replacement mainframe and a reduction in the number of contractual agreements required for on-going monthly support of the Bull system. We estimate that our agency saved an estimated \$1.7 million by allowing Bull to remote host our mainframe operation.

The IT Assessment & Budget Committee (IT-ABC) previously approved this project on April 14, 2008.

The transfer of our mainframe operation from Nashville, Tennessee to Phoenix, Arizona was successfully completed over the Thanksgiving weekend of 2008. The new host system which Bull provided gave us faster processors, more storage and memory than we previously had. Following the relocation, unemployment unexpectedly began to spike and because of the availability of more resources in our new host system, we were able to meet the demand for more benefit payments to our citizens without interruption. We continue to meet demand although our unemployment rate and the volume of initial claims and continued weekly claims by our citizens remain high and our daily batch processing window is being taxed as we look for newer and more innovative ways to improve our efficiency.

There is an effort underway by the federal government to improve the efficiency of all states with modernization of their Unemployment Insurance Benefit Payment processes. In the Southeast Region, there is a consortium of four states (Georgia, North Carolina, South Carolina and Tennessee) known as SCUBI. They are working together to find a way to share core business processes and improve turnaround of legislated changes, such as the several tiers

of Emergency Unemployment Benefits enacted by Congress. The new system will eventually replace our Bull mainframe U.I. Benefits system; however, it will be a period of years before the goal of implementing a modernized system will be achieved. In addition, the Tax Accounting sub-systems of our Bull operation will continue to exist until there is an effort to modernize them as well.

Based on the above justification, I am requesting your approval for the continuation of this non-competitive contract.

Sincerely,

A handwritten signature in cursive script that reads "Karla Davis". The signature is fluid and elegant, with the first and last names clearly distinguishable.

Karla Davis, Commissioner

KD: RJ: mho

**Supplemental Documentation Required for  
Fiscal Review Committee**

<b>*Contact Name:</b>	Melvin O'Neal	<b>*Contact Phone:</b>	615 532-1071		
<b>*Original Contract Number:</b>	FA0925537-00	<b>*Original RFS Number:</b>	3371062809		
<b>Edison Contract Number: (if applicable)</b>	13001	<b>Edison RFS Number: (if applicable)</b>	N/A		
<b>*Original Contract Begin Date:</b>	8/01/2008	<b>*Current End Date:</b>	9/30/2011		
<b>Current Request Amendment Number: (if applicable)</b>	1				
<b>Proposed Amendment Effective Date: (if applicable)</b>	10/01/2011				
<b>*Department Submitting:</b>	Labor and Workforce Development				
<b>*Division:</b>	Employment Security				
<b>*Date Submitted:</b>	8/25/11				
<b>*Submitted Within Sixty (60) days:</b>	no				
<b>If not, explain:</b>	Updating system and consulting with vendor on projected cost.				
<b>*Contract Vendor Name:</b>	Bull HN Information Systems, Inc.				
<b>*Current Maximum Liability:</b>	2,547,660.00				
<b>*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
<b>FY:09</b>	<b>FY:10</b>	<b>FY:11</b>	<b>FY:12</b>	<b>FY</b>	<b>FY</b>
\$782,535.00	\$847,260.00	\$847,260.00	\$70,605.00	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)</b>					
<b>FY:09</b>	<b>FY:10</b>	<b>FY:11</b>	<b>FY:12</b>	<b>FY</b>	<b>FY</b>
\$ 429,510.00	\$ 988,470.00	\$776,655.00	\$ .00	\$	\$
<b>IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:</b>			Expenditures are still occurring.		
<b>IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:</b>			N/A		
<b>IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding</b>			N/A		

**Supplemental Documentation Required for**  
**Fiscal Review Committee**

was acquired to pay the overage:				
*Contract Funding Source/Amount:	State:		Federal:	DOL- Unemployment Insurance Admin. _10M
Interdepartmental:			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
none		none		
Method of Original Award: <i>(if applicable)</i>		Non-competitive Contract		
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A		

## Supplemental Documentation Required for Fiscal Review Committee

For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.

If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.

**Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.**

Deliverable description:	FY:12	FY:13	FY:	FY:	FY:
Monthly Service	847,260.00	211,815.00			

**Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable.**

Deliverable description:	FY:	FY:	FY:	FY:	FY:
Out source of Service	N/A				

**Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract deliverables.**

Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:

[illegible]

PAID IN STARS

Schedule A

Melvin O'Neal

VENDOR PAYMENTS

8/Date

Warrant Number	Voucher	Process Date	Redeemed Date	Department	Division	Cost Center	Vendor Invoice	Metrics	Vendor Disbursements
5666001	08431	1/5/2009	1/13/2009	337	10	00076 DATA PROCESSING	BT00013209		76,485.00
5666001	08432	1/5/2009	1/13/2009	337	10	00076 DATA PROCESSING	BT00013173		-6,495.00
5770257	10848	2/27/2009	3/6/2009	337	10	00076 DATA PROCESSING	BT00013304		70,605.00
5824508	12874	3/27/2009	4/6/2009	337	10	00076 DATA PROCESSING	BT00013366		70,605.00
5892325	15155	5/5/2009	5/12/2009	337	10	00076 DATA PROCESSING	BT00013481		70,605.00
5946598	17024	6/11/2009	6/16/2009	337	10	00076 DATA PROCESSING	BT00013534		70,605.00
5946598	17023	6/11/2009	6/16/2009	337	10	00076 DATA PROCESSING	BT00013426		70,605.00
5969305	17995	6/25/2009	7/6/2009	337	10	00076 DATA PROCESSING	BT00013592		70,605.00
6015691	00520	8/3/2009	8/11/2009	337	10	00076 DATA PROCESSING	BT00013646		70,605.00
6092306	08459	10/5/2009	10/13/2009	337	10	00076 DATA PROCESSING	BT00013743		70,605.00
Total									-647,820.00

(647,325.00)

76,605.00  
5,830.00

## Schedule B

## PAID IN STARS

## VENDOR PAYMENTS

Melvin O'Neal

&amp;Date

Warrant Number	Voucher	Process Date	Redeemed Date	Department	Division	Cost Center	Vendor Invoice	Metrics	Vendor Disbursements
5066353	11146	3/31/2008	196/4/4/2008	337	10	00076/DATA PROCESSING	2008 BT00012473		2,137.00
5066353	11146	3/31/2008	196/4/4/2008	337	10	00076/DATA PROCESSING	2008 BT00012474		41,736.00
5066353	11148	3/31/2008	196/4/4/2008	337	10	00076/DATA PROCESSING	2008 BT00050920		490.00
5114862	11816	4/18/2008	210/4/25/2008	337	10	00076/DATA PROCESSING	2008 BT00012534		41,736.00
5114862	11816	4/18/2008	210/4/25/2008	337	10	00076/DATA PROCESSING	2008 BT00012533		2,137.00
5178897	13199	5/15/2008	230/5/21/2008	337	10	00076/DATA PROCESSING	2008 BT00012651		41,736.00
5178897	13199	5/15/2008	230/5/21/2008	337	10	00076/DATA PROCESSING	2008 BT00012597		2,137.00
5205500	13695	5/27/2008	238/6/2/2008	337	10	00076/DATA PROCESSING	2008 BT00012686		2,137.00
5205500	13695	5/27/2008	238/6/2/2008	337	10	00076/DATA PROCESSING	2008 BT00012687		41,736.00
5271816	15223	6/25/2008	260/7/7/2008	337	10	00076/DATA PROCESSING	2008 BT00012747		2,137.00
5271816	15223	6/25/2008	260/7/7/2008	337	10	00076/DATA PROCESSING	2008 BT00012813		41,736.00
5401628	01251	8/25/2008	43/9/2/2008	337	10	00076/DATA PROCESSING	BT00012812		2,137.00
5401628	01251	8/25/2008	43/9/2/2008	337	10	00076/DATA PROCESSING	BT00012896		41,736.00
5442218	02135	9/12/2008	57/9/22/2008	337	10	00076/DATA PROCESSING	BT00012895		2,137.00
5442218	02135	9/12/2008	57/9/22/2008	337	10	00076/DATA PROCESSING	98065954		5,606.00
5533112	03491	10/27/2008	90/11/3/2008	337	10	00076/DATA PROCESSING	BT00013015		41,736.00
5533112	03492	10/27/2008	90/11/3/2008	337	10	00076/DATA PROCESSING	BT00013014		2,137.00
5549605	04737	11/3/2008	95/11/12/2008	337	10	00076/DATA PROCESSING	BT00013085		2,137.00
5549605	04737	11/3/2008	95/11/12/2008	337	10	00076/DATA PROCESSING	BT00013086		41,736.00
5586419	05570	11/21/2008	108/12/1/2008	337	10	00076/DATA PROCESSING	BT00013093		6,495.00
5589277	04951	11/24/2008	110/12/1/2008	337	10	00076/DATA PROCESSING	98066272		5,606.00
5614915	07201	12/5/2008	117/12/16/2008	337	10	00076/DATA PROCESSING	BT00013155		2,137.00
5614915	07201	12/5/2008	117/12/16/2008	337	10	00076/DATA PROCESSING	BT00013156		41,736.00
6060156	02318	9/4/2009	50/10/20/2009	337	10	00076/DATA PROCESSING	BT00013710		70,605.00
Total									527,532.00



## SCHEDULE C

## PAYMENTS MADE IN EDISON

Unit	Voucher	Invoice	Remit Vndr	Name	Gross Amt	Reference	Pymt Date	Recon Status	Reconciled Date	Method	Message
33701	00001465	BT000013808	0000000595	Bull NH	70605.000	0000300965	12/17/2009 REC		12/30/2009 CHK	CHK	Contract # FA09-25537-00
33701	00001466	BT00013710	0000000595	Bull NH	70605.000	0000300965	12/17/2009 REC		12/30/2009 CHK	CHK	Contract # FA09-25537-00
33701	00005895	BT00013913	0000000595	Bull NH	70605.000	0000380968	1/26/2010 REC		2/4/2010 CHK	CHK	Contract # FA09-25537-00
33701	00002690	BT000113864	0000000595	Bull NH	70605.000	0000408738	2/4/2010 REC		2/11/2010 CHK	CHK	Contract # FA09-25537-00
33701	00007327	BT00013938	0000000595	Bull NH	70605.000	0000430246	2/12/2010 REC		2/20/2010 CHK	CHK	Contract # FA09-25537-00
33701	00010967	BT00014000	0000000595	Bull NH	70605.000	0000512355	3/19/2010 REC		3/31/2010 CHK	CHK	Contract # FA09-25537-00
33701	00013241	BT00014043	0000000595	Bull NH	70605.000	0000560745	4/12/2010 REC		5/27/2010 CHK	CHK	Contract # FA09-25537-00
33701	00016159	BT00014086	0000000595	Bull NH	70605.000	0000634050	5/14/2010 REC		5/24/2010 CHK	CHK	Contract # FA09-25537-00
33701	00018628	BT00014131	0000000595	Bull NH	70605.000	0000695824	6/11/2010 REC		6/22/2010 CHK	CHK	Contract # FA09-25537-00
33701	00020741	BT00014169	0000000595	Bull NH	70605.000	0000741720	7/1/2010 REC		7/9/2010 CHK	CHK	Edison P.O. # 905
33701	00026905	BT00014263	0000000595	Bull NH	70605.000	0000897686	9/17/2010 REC			CHK	Contract # FA09-25537-00
33701	00029463	BT00014301	0000000595	Bull NH	70605.000	0000950002	10/13/2010 REC			CHK	Contract # FA09-25537-00
33701	00032228	BT00014336	0000000595	Bull NH	70605.000	0001023079	11/16/2010 REC			CHK	Contract # FA09-25537-00
33701	00034454	BT00014382	0000000595	Bull NH	70605.000	0001081497	12/14/2010 REC			CHK	Contract # FA09-25537-00
33701	00038316	BT00014424	0000000595	Bull NH	70605.000	0001185288	2/2/2011 REC			CHK	Contract # FA09-25537-00
33701	00039743	BT00014466	0000000595	Bull NH	70605.000	0001220000	2/18/2011 REC			CHK	Contract # FA09-25537-00
33701	00041274	BT00014514	0000000595	Bull NH	70605.000	0001269471	3/11/2011 REC			CHK	Contract # FA09-25537-00
33701	00044258	BT00014560	0000000595	Bull NH	70605.000	0001329024	4/7/2011 REC			CHK	Contract # FA09-25537-00
33701	00046217	BT00014614	0000000595	Bull NH	70605.000	0001386062	5/6/2011 REC			CHK	Contract # FA09-25537-00
33701	00051175	BT00014708	0000000595	Bull NH	70605.000	0001503053	6/29/2011 REC			CHK	Contract # FA09-25537-00
33701	00048538	BT00014659	0000000595	Bull NH	70605.000	0001439617	6/1/2011 REC			CHK	Contract # FA09-25537-00
					1,482,705.000						
Total Payments				FY 09	706,050.00						
Total Payments				FY 10	776,655.00						
Total Payments				FY 11	211,815.00						
Total Payments				FY 12	To be paid J. A. S						

# Non-Competitive Amendment Request

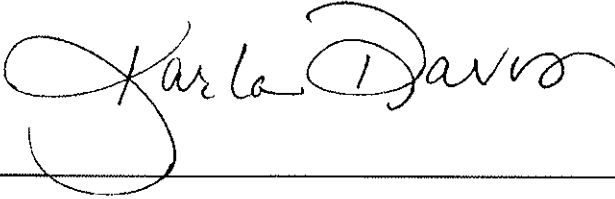
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: [Agsprrs.Agsprsr@state.tn.us](mailto:Agsprrs.Agsprsr@state.tn.us)

**APPROVED**

**COMMISSIONER OF FINANCE & ADMINISTRATION**

<b>Request Tracking #</b>	<b>3371062809</b>	
<b>1. Procuring Agency</b>	<b>Labor and Workforce Development</b>	
<b>2. Contractor</b>	<b>Bull HN Information Systems, Inc.</b>	
<b>3. Contract #</b>	<b>FA0925537-00</b>	
<b>4. Proposed Amendment #</b>	<b>1</b>	
<b>5. Edison ID #</b>	<b>13001</b>	
<b>6. Contract Begin Date</b>	<b>8/01/2008</b>	
<b>7. Current Contract End Date</b> – with ALL options to extend exercised	<b>9/30/2011</b>	
<b>8. Proposed Contract End Date</b> – with ALL options to extend exercised	<b>9/30/2012</b>	
<b>9. Current Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$ 2,547,660.00</b>	
<b>10. Proposed Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$ 3,475,716.00</b>	
<b>11. Office for Information Resources Endorsement</b> – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
<b>12. eHealth Initiative Support</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>13. Human Resources Support</b> – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
<b>14. Explanation Need for the Proposed Amendment</b>  <b>The Remote Hosting Service and Disaster Recovery Service is out sourced and must continue to acquire these services.</b>		
<b>15. Name &amp; Address of the Contractor's Principal Owner(s)</b> – NOT required for a TN state education institution  Bull HN Information Systems, Inc., Jonathan J. Burbank, President, 285 Billerica Road, Chelmsford, MA 01824		

<b>Request Tracking #</b>	<b>3371062809</b>
<b>16. Evidence Contractor's Experience &amp; Length Of Experience Providing the Service</b> Bull HN Information Systems, Inc. has been providing the agency's Bull Mainframe Computer and Disaster Recovery Services for more than 13 years.	
<b>17. Efforts to Identify Reasonable, Competitive, Procurement Alternatives</b> None.	
<b>18. Justification</b> – <i>specifically explain why non-competitive negotiation is in the best interest of the state</i> The Bull System has been the only mainframe system available for the past 20 plus years that has the capabilities to connect to the State's Unemployment Systems and extract the necessary data to process the Unemployment check for the state claimants. The outsourcing of Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's GCOS environment and GCOS Computing Facility avoided the cost of purchasing a new Bull mainframe computer and related software as well as a separate contract for the Disaster Recovery Services.	
<b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i>  8/29/11	




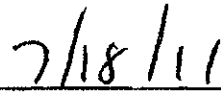
## OIR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Jane Chittenden, OIR Procurement & Contract Management Director  
Department of Finance & Administration  
E-mail : [Jane.Chittenden@tn.gov](mailto:Jane.Chittenden@tn.gov)

**FROM :** Melvin O'Neal  
E-mail : [Melvin.oneal@bellsouth.net](mailto:Melvin.oneal@bellsouth.net)


**DATE :** 7/13/2011

**RE :** Request for OIR Pre-Approval Endorsement

<b>Applicable RFS #</b> RFS# 3371062809 Amendment 1
<b>OIR Endorsement Signature &amp; Date:</b>
 
Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	<b>Labor and Workforce Development</b>
<b>Agency Contact (name, phone, e-mail)</b>	<b>Melvin O'Neal 532-1071, <a href="mailto:Melvin.oneal@tn.gov">Melvin.oneal@tn.gov</a></b>
<b>Subject Procurement Document (mark one)</b>	
<input type="checkbox"/> RFP <input type="checkbox"/> Competitive Negotiation Request <input type="checkbox"/> Alternative Procurement Method Request <input type="checkbox"/> Non-Competitive Contract Request <input checked="" type="checkbox"/> Non-Competitive Amendment Request	<input type="checkbox"/> Contract <input type="checkbox"/> Contract Amendment <input type="checkbox"/> Grant <input type="checkbox"/> Grant Amendment
<b>Information Systems Plan (ISP) Project Applicability</b>	
<input checked="" type="checkbox"/> Not Applicable to this Request <input type="checkbox"/> Applicable- ISP Project#	
<b>Response Confirmed by IT Director/Staff (name):</b> Tryone Sullivan 	

<b>Applicable RFS #</b> <b>RFS# 3371062809 Amendment 1</b>
<b>Required Attachments</b> (as applicable – copies without signatures acceptable) <ul style="list-style-type: none"><li><input checked="" type="checkbox"/> RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request</li><li><input checked="" type="checkbox"/> Original Contract/Grant or Amendment</li><li><input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment</li></ul>
<b>Subject Information Technology Service Description</b> (Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)  <b>BULL HN Remote hosting, disaster recovery, production control, and remote tech support.</b>



## CONTRACT AMENDMENT

<b>Agency Tracking #</b> 33710-62809	<b>Edison ID</b> 3	<b>Contract #</b> FA0925537	<b>Amendment #</b> 1		
<b>Contractor Legal Entity Name</b> Bull HN Information Systems Inc.			<b>Edison Vendor ID</b> 595		
<b>Amendment Purpose &amp; Effect(s)</b> Increase the Maximum Liability and extend the end date of the Contract					
<b>Amendment Changes Contract End Date:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<b>End Date:</b> 9/30/2012			
<b>Amount of the TOTAL Contract Amount INCREASE or DECREASE per this Amendment:</b>			<b>\$ 928,056.00</b>		
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
09		641,025.00			641,025.00
10		847,260.00			847,260.00
11		847,260.00			847,260.00
12		908,007.00			908,007.00
13		232,164.00			232,164.00
<b>TOTAL:</b>		<b>3,475,716.00</b>			<b>3,475,716.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<b>OCR USE</b>		
<b>Speed Chart (optional)</b> LW00003890					
<b>Account Code (optional)</b>					

**AMENDMENT ONE  
OF CONTRACT FA0925537**

This Amendment is made and entered by and between the State of Tennessee, Labor and Workforce Development, hereinafter referred to as the "State" and Bull HN Information Systems, Inc., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B.1. is deleted in its entirety and replaced with the following:
  - B.1. This Contract shall be effective for the period beginning 8/01/2008, and ending on 9/30/2012. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor which were not performed within this specified contract period.
2. Contract section C.1. is deleted in its entirety and replaced with the following:
  - C.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed three million four hundred seventy five thousand seven hundred sixteen dollars (\$3,475,716.00). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.
- C.3. **Payment Methodology.** The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
  - a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon a thirty six (36) month term during which such monthly Managed Hosting Services Fee shall be payable, where the first month in which such fee shall be invoiced shall be at the start of Phase 2 - Operations, as defined in Contract Appendix A.

**Service Description**

Managed Hosting Services Fee (payable in arrears upon Phase 2 – Operations, as defined in Contract Appendix A)  
Including Disaster Recovery Services for GCOS and Remote VPN Services for up to twenty-five (25) named employees (according to the records that document the number of state employees who log on at least once during the calendar month for Remote VPN Services) as well as no tapes beyond those required for Phase 1

- Transition Management, as referenced in Contract Appendix A.

8/01/08 through 9/30/11 \$70,605.00 per month\*

10/01/11 through 9/30/12 \$77,338.00 per month  
(Includes Remote Hosting and Disaster Recovery Services for two (2) Media Servers as listed in Attachment 2.

NOTE: Equipment and Tape Inventory Transfer Service One-Time Fee for the Contractor's Transfer of the State's DBSP unit, cartridge, tape drives and up to 8,800 tapes to the Contractor's Data Center \$ 5,880.00 (Paid by the State)

\* EXCEPT THAT, a monthly processor utilization baseline will be established by averaging the State's normal workload during the second and third processing months of Phase 2 - Operations ("baseline"), and if the baseline or the State's subsequent monthly processor utilization exceeds historical processor utilization (indicated by the PARS or GCOS accounting data provided by the State to the Contractor prior to the effective date) by more than 20%, this amount shall increase by the same percentage as the percent of utilization over 120% of historical utilization (e.g., 121% utilization would increase this fee to \$ 71,311.05 per month).

3. Contract Attachment 2 is deleted in its entirety and replaced with the new Attachment 2 attached hereto.

The revisions set forth herein shall be effective on the date of final approval by all appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury). All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**BULL HN INFORMATION SYSTEMS INC.:**

---

**SIGNATURE**

**DATE**

David W. Bradbury, President

---

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**LABOR AND WORKFORCE DEVELOPMENT:**

---

Karla Davis, Commissioner

**DATE**



## Attachment 2

### State Provided Hardware:

Quantity	Description
1	DBSP and channels
8	Cartridge Tape drive (Eagle) Comp 36
2	Virtuo Media Servers



**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Rep. Charles Curtiss, Chairman**

**Representatives**

Curt Cobb	Donna Rowland
Curtis Johnson	David Shepard
Gerald McCormick	Curry Todd
Mary Pruitt	Eddie Yokley
Craig Fitzhugh, <i>ex officio</i>	
Speaker Jimmy Naifeh, <i>ex officio</i>	

**Sen. Douglas Henry, Vice-Chairman**

**Senators**

Doug Jackson	Reginald Tate
Bill Ketron	Jamie Woodson
Paul Stanley	
Randy McNally, <i>ex officio</i>	
Lt. Governor Ron Ramsey, <i>ex officio</i>	

**M E M O R A N D U M**

TO: The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee  
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: June 25, 2008

SUBJECT: **Contract Comments**  
(Contract Services Subcommittee Meetings 6/24)

cc  
BK

**RFS# 337.10-628**

**Department: Labor and Workforce Development**

**Contractor: Bull HN Information Systems, Inc.**

**Summary:** The proposed contract is for the provision of remote hosting services, disaster recovery services, and remote technical support in connection with the State's General Comprehensive Operating System (GCOS) environment and GCOS Computing Facility, including its related communications network. The proposed three-year contract has a term beginning August 1, 2008, and ending July 31, 2011, with the option to extend in one-year increments for an additional two years.

**Maximum liability for 1<sup>st</sup> three years: \$2,547,660**

**Maximum liability for 5 years: \$4,242,180**

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: The Honorable James Neeley, Commissioner  
Mr. Robert Barlow, Director, Office of Contracts Review



**STATE OF TENNESSEE  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT**

**PHIL BREDESEN  
GOVERNOR**

**220 French Landing Drive  
Nashville, TN 37243-1002  
(615) 741-2582**

**JAMES G. NEELEY  
COMMISSIONER**

May 27, 2008

James W. White, Director  
Fiscal Review Committee  
State of Tennessee  
8<sup>th</sup> Floor, Rachel Jackson Building  
Nashville, TN 37243-0057

**RECEIVED**  
**MAY 28 2008**  
**FISCAL REVIEW**

REF: 337.10-628-09 Non Competitive Contract (CG-REMOTE-08)

Dear Mr. White:

Outlined below is our justification for a Non Competitive Contract with Bull HN Information Systems, Inc.

The initial term of the contract is from August 1, 2008 through July 31, 2011 with two additional option years.

This service is for Remote Hosting services, Disaster Recovery, Services, Production Control Services and Remote Technical Support in connection with the State's General Comprehensive Operating System (GCOS) and GCOS Computing Facility.

Bull HN Information Systems, Inc. (Bull) is the sole source provider in the United States (exclusive of Federal Government agencies, Alaska, Hawaii, and the United States Territory of Guam through Bull's distributor, DigitalNet Government Solutions, LLC.) of the DPS 9000/TA22S equipment ("Equipment") and the GCOS 8 operating system software for the DPS 9000/TA22S.

Bull HN Information Systems does not distribute maintenance or software through dealerships or re-sellers.

Components of our existing mainframe are aging and upgrades to meet current demands are no longer available unless other items are upgraded as well. Our current DPS9000/TA22S was installed in January of 2003 and it has reached its end-of-life by industry standards. By remote hosting, we can avoid a capital expenditure of a minimum of \$718,000 for a replacement mainframe and a reduction in the number of contractual agreements required for on-going monthly support of the Bull system. We have projected that our agency will save an estimated \$1.7 million by allowing Bull to remote host our mainframe operation.

I have also attached a Memorandum from the IT Assessment & Budget Committee (IT-ABC) approving the project.

Based on the above justification, I am requesting your approval of this non-competitive contract.

Sincerely,

James G. Neeley, Commissioner

JGN: HS: mho



**STATE OF TENNESSEE**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**  
**OFFICE FOR INFORMATION RESOURCES**

**DAVE GOETZ**  
**COMMISSIONER**

**312 EIGHTH AVENUE NORTH**  
**SUITE 1600**  
**WILLIAM R. SNODGRASS TN TOWER**  
**NASHVILLE, TENNESSEE 37243-8030**  
**TELEPHONE (615) 741-7358**  
**FAX (615) 532-0471**

**JAMIE ETHERIDGE, ENTERPRISE POLICY & PLANNING**  
**MIKE DEDMON, BUDGET**  
**MAX ARNOLD, DATA CENTER OPERATIONS**  
**DEBBIE DEY, SOLUTIONS DELIVERY AND SUPPORT**  
**JASON GUNNOE, INFORMATION SECURITY**  
**LEIGHANNE HAYNES, IT PLANNING**  
**F. BRADLEY MEYERS, ENTERPRISE ARCHITECTURE,**  
**QUALITY ASSURANCE & TESTING**  
**ROGER PELHAM, DATA NETWORKING &**  
**TELECOMMUNICATIONS**

**MEMORANDUM**

**TO:** John Crawford, Administrator of Technology  
Department of Labor and Workforce Development

**FROM:** Jamie Etheridge, Chair  
IT Assessment & Budget Committee (IT-ABC)

**DATE:** April 14, 2008

**SUBJECT:** GCOS8 Remote Hosting – (CG-REMOTE-08)

The IT-ABC has reviewed the GCOS8 Remote Hosting project – (CG-REMOTE-08). This project is approved to proceed.

If you have any questions, please call Tammy Jones at 253-4879 or me at 741-7358. Also, feel free to call upon any of the various sections of OIR if we can provide you with any assistance in planning for your information technology needs.

cc: Mark Bengel, Chief Information Officer  
IT-ABC Members  
William Wood, Budget Analyst

# REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.

1) RFS #	337.10-628-09	
2) State Agency Name :	Labor and Workforce Development	
3) Service Caption :	Remote hosting, Disaster recovery, and Remote Tech. support services	
4) Proposed Contractor :	Bull HN Information Systems, Inc.	
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	8/01/08	
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	7/31/2013	
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	4,242,180.00	
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input checked="" type="checkbox"/> only one uniquely qualified service provider able to provide the service	
9) Description of Service to be Acquired :	<p>The purpose of this Contract is for the Contractor to provide the State with Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's GCOS environment and GCOS Computing Facility, including its related communications network, as defined in the Statement of Work attached as Appendix A (the "SOW") and incorporated by reference herein (collectively, the "Managed Hosting Services" or "Services").</p>	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	<p>See attached Project Proposal.</p>	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	<p>The Agency has purchased the Bull Mainframe computer and Disaster Recovery Services on a non-competitive basis for more than ten years. The Remote Hosting Service is a new service that has not been purchased in the past.</p>	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (not required if proposed contractor is a state education institution)	<p>Bull HN Information Systems, Inc., Jonathan J. Burbank, President, 296 Concord Road, Billerica, MA 01821-4118</p>	
13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :	<p>Bull HN Information Systems, Inc. has been providing the agency's Bull Mainframe Computer and Disaster Recovery Services for more</p>	

than ten years.

**14) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**15) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**16) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

None. Only one uniquely qualified service provider.

**18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process :**  
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

See Attachment 1

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

*James M. Kelly*

*5/28/08*

Agency Head Signature

Date



# FAX/EMAIL TRANSMITTAL

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director  
OIR Procurement & Contract Management FAX # 741-6164

FROM : Melvin O'Neal, RFS Coordinator FAX # 741-3002

DATE : 5/23/08

RFS # 337.10-628-09

RE : Procurement Endorsement — BULL HN Remote hosting, disaster recovery, production control, and remote tech. support.

INFORMATION SYSTEMS PLAN PROJECT: GCOS8 Remote Hosting -- (CG-REMOTE-08)

NUMBER OF FAX PAGES (including cover) : email

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Melvin O'Neal at 532-1071.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement

*Mark Bengel (gc)*

*5/28/08*

OIR Chief Information Officer

Date

Note: OIR Endorsement signed prior to delivery to Fiscal Review Committee; the final contract and associated documentation must be returned to OIR after Fiscal Review Committee determination is given.



# CONTRACT SUMMARY SHEET

021908

<b>RFS #</b> <div style="text-align: center; font-weight: bold;">337.10-628-09</div>	<b>Contract #</b> <div style="text-align: center;">FA-09-25537-00</div>
<b>State Agency</b> Labor and Workforce Development	<b>State Agency Division</b> Employment Security
<b>Contractor Name</b> Bull HN Information Systems, Inc.	<b>Contractor ID # (FEIN or SSN)</b> C- or <input checked="" type="checkbox"/> V- 410962923-01

RECEIVED

SEP 05 2008

FISCAL REVIEW

<b>Service Description</b> Remote Hosting, Disaster Recovery, Production Control and Remote Technical services			
<b>Contract BEGIN Date</b> 8/1/2008	<b>Contract END Date</b> 9/30/2011	<b>Subrecipient or Vendor?</b> Vendor	<b>CFDA #</b> 17.225

**Mark Each TRUE Statement**

☒ **Contractor is on STARS**      ☒ **Contractor's Form W-9 is on file in Accounts**

Allotment Code	Cost Center	Object Code	Fund	Funding Grant Code	Funding Subgrant Code
337.10	00076	082/830	11	000	050

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
09		\$ 782,535.00		TDLWD RECEIVED	\$ 782,535.00
10		\$ 847,260.00			\$ 847,260.00
11		\$ 847,260.00	AUG 25 2008	JUL 31 2008	\$ 847,260.00
12		\$ 70,605.00		FISCAL SERVICES NASHVILLE, TN	\$ 70,605.00
					\$ -
					\$ -
<b>TOTAL:</b>		\$ -	\$ 2,547,660.00	\$ -	\$ 2,547,660.00

**— COMPLETE FOR AMENDMENTS ONLY —**      **State Agency Fiscal Contact & Telephone #**

Melvin O'Neal 532-1071

**State Agency Budget Officer Approval**

Harold Shackelford

**Funding Certification** (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

**TOTAL:** \$ -      \$ -

JUL 10 2008

**Contractor Ownership** (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	<input type="checkbox"/> Other

**Contractor Selection Method** (complete for ALL base contracts— N/A to amendments or delegated authorities)

<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation*	<input type="checkbox"/> Alternative Competitive Method*
<input checked="" type="checkbox"/> Non-Competitive Negotiation*	<input type="checkbox"/> Negotiation w/ Government (D, EG, GU)	<input type="checkbox"/> Other *

**\* Procurement Process Summary** (complete for Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)

TDLWD RECEIVED

SEP 04 2008

FISCAL SERVICES NASHVILLE, TN

RECEIVED

JUL 09 2008

OCR

JUL 09 2008

RECEIVED



**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT  
AND**

**Bull HN Information Systems Inc., acting through  
its Bull Information Technology Solutions Division**

This Contract, by and between the State of Tennessee, Department of Labor and Workforce Development, hereinafter referred to as the "State" and Bull HN Information Systems Inc., acting through its Bull Information Technology Solutions Division, hereinafter referred to as the "Contractor," or "Bull") is for the provision of Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's General Comprehensive Operating System "GCOS" environment and GCOS Computing Facility, including its related communications network, as further defined in the "SCOPE OF SERVICES."

The Contractor is a for profit corporation. The Contractor's address is:

*replaced original with new address*

285 Billerica Road  
Suite 200  
Chelmsford, MA 01824

The Contractor's place of incorporation is Delaware.

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The purpose of this Contract is for the Contractor to provide the State with Remote Hosting Services, Disaster Recovery Services and Remote Technical Support in connection with the State's GCOS environment and GCOS Computing Facility, including its related communications network, as defined in the Statement of Work attached to this Contract as Appendix A (the "SOW") and incorporated by reference herein (collectively, the "Managed Hosting Services" or "Services").
- A.3. Correction of Deficiencies. Any corrections of deficiencies relating to the Contract Scope of Services requirements or deliverables and any investigation necessary to determine the source of such deficiencies shall be completed by the Contractor at no cost to the State.
- A.4. Additional Work. The State may request, at its sole discretion, additional work involving the enhancement or modification of a deliverable under the Contract Scope of Services, provided that this Contract is amended to require such work.

**B. CONTRACT TERM:**

- B.1. This Contract shall be effective for the period commencing on 8/01/08 and ending on 9/30/11. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that such an extension of the contract term is effected prior to the current contract expiration date by means of an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract, and shall be based upon payment rates provided for in the original Contract.

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million, five hundred and forty-seven thousand, and six hundred and sixty Dollars (\$2,547,660.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon a thirty six (36) month term during which such monthly Managed Hosting Services Fee shall be payable, where the first month in which such fee shall be invoiced shall be at the start of Phase 2 - Operations, as defined in Contract Appendix A.

Service Description	Amount (per compensable increment)
replaces original C.3.a, b. Managed Hosting Services Fee (payable in arrears upon Phase 2 - Operations, as defined in Contract Appendix A)	
Including Disaster Recovery Services for GCOS and Remote VPN Services for up to twenty-five (25) named employees (according to the records that document the number of state employees who log on at least once during the calendar month for Remote VPN Services) as well as no tapes beyond those required for Phase 1 - Transition Management, as referenced in Contract Appendix A	\$70,605.00 per month*
Equipment and Tape Inventory Transfer Service Fee - for the Contractor's transfer of the State's DESP unit, cartridge, tape drives and up to 8,800 tapes to the Contractor's Data Center	\$ 5,880.00

- \* EXCEPT THAT, a monthly processor utilization baseline will be established by averaging the State's normal workload during the second and third processing months of Phase 2 - Operations ("baseline"), and if the baseline or the State's subsequent monthly processor utilization exceeds historical processor utilization (indicated by the PARS or GCOS accounting data provided by the State to the Contractor prior to the effective date) by more than 20%, this amount shall increase

by the same percentage as the percent of utilization over 120% of historical utilization (e.g., 121% utilization would increase this fee to \$ 71,311.05 per month).

(2) **Additional Service Fees**

Bull offers technical resources for special projects or supplemental support outside the realm of the managed hosting services described in this Contract. The following is a sample of Contractor standard hourly rates for such services if services are performed in calendar year 2008.

Note: Hourly Fees apply during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding locally observed Bull holidays ("Normal Business Hours"). Work performed outside of Normal Business Hours, including on holidays and weekends, will be billed at one and one half times the Hourly Fee. A minimum of eight (8) hours is required for remote support and a minimum of forty (40) hours for onsite support at the State's location.

Technical Skill Set	Hourly Rate
Project Manager	\$180.00
Network Engineer	\$180.00
Database and GCOS & Technical	
Support	\$158.00
Computer Operator	\$115.00
Production Control Support	\$115.00

Delete  
A 11

- c. The Contractor shall not be compensated for travel time to the primary location of service provision.

The maximum liability set forth in Section C.1 has been calculated on the assumption that the State shall not request or otherwise be obligated to pay any of the rates set forth above that are usage based; i.e., that (a) the State shall not purchase any additional number of tapes from Contractor, (b) the Baseline or State's subsequent monthly processor utilization rate shall not exceed the Historical Data by twenty percent or more, as referenced above and/or (c) the actual number of State employees who log on via Remote VPN at least once during each calendar month during the Contract Term shall not exceed twenty-five (25). If, as a result of these variable unit based charges, the sum of the fixed fee charges and rate based charges exceeds the maximum liability set forth in Section C.1 at any point during the term of this Contract, then Contractor shall be entitled to withhold service until such time as an Amendment to the Contract (through an RFC) has been entered into setting forth a new maximum liability consistent with the then valid assumptions and the State has issued Contractor a purchase order for the increased amount.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- C.5. Invoice Requirements. The Contractor shall invoice the State at the beginning of each calendar month during which any monthly Managed Hosting Fee is payable (or, for the Equipment and Tape Inventory Transfer Service Fee, then upon completion of the transfer of such materials to the Contractor's Data Center) and for the amount stipulated in Section C.3 above, and as required below prior to any payment.

- a. The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

220 French Landing Drive, 4 A, Nashville, TN 37243-1002

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.

- (1) Invoice/Reference Number (assigned by the Contractor);
- (2) Invoice Date;
- (3) Invoice Period (period to which all invoiced charges are applicable);
- (4) Contract Number (assigned by the State to this Contract);
- (5) Account Name: Department of Labor and Workforce Development, Employment Security;

DWB as authorized signature for Integris Inc.  
as CFO, Integris Inc.

8/13/08

- (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
- (7) Contractor Name;
- (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
- (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
- (10) Contractor Remittance Address;
- (11) Complete Itemization of Charges, which shall detail the following:

- i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
- ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
- iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
- iv. Amount Due by Service; and
- v. Total Amount Due for the invoice period.

c. The Contractor understands and agrees that an invoice to the State under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) not include any future work but will only be submitted for completed service; and
- (3) not include sales tax or shipping charges.

d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.

e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.

C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

#### D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least ninety (90) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services where such failure or violation is not cured within thirty (30) days following receipt of written notice from the State specifying the failure. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 3, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.

- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, natural disasters, riots, wars, epidemics or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction

of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Melvin O'Neal, Accounting Manager  
Department of Labor and Workforce Development  
Fiscal and Administrative Services, 4 A  
220 French Landing Drive  
Nashville, TN 37246-1004  
melvin.oneal@tn.gov  
Telephone Number (615) 532-1071  
Facsimile Number (615) 741-3002

The Contractor:

Jonathan J. Burbank, President  
Bull HN Information Systems Inc.  
296 Concord Road  
Suite 180  
Billerica, MA 01821-4118  
US-TN-Notices@Bull.com  
Telephone Number (978) 294-4246  
Facsimile Number (978) 294-6114

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise

unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

E.5. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.



- E.7. This Agreement does not include any changes to the State's applications, data, files or software to correctly handle Year 2000 date functions and calculations and Contractor shall have no obligation or liability in connection therewith. The State further acknowledges and agrees that products used by the State may not be made "Year 2000 Ready" as defined by Contractor) and that Contractor has no obligation or liability with respect to such products.
- E.8. Contractor and the State are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of this Agreement or the use of Services, products, materials or documentation.
- E.9. Contractor is not liable for any loss, destruction or damage to the State's application programs and data files unless due solely to the fault of Contractor and then only to the extent of restoring the lost, destroyed or damaged programs and data files, provided that such restoration can be reasonably performed by Contractor. The State shall furnish Contractor with all information necessary for such restoration.
- E.10. For all claims arising under this Agreement that are not covered by a service credit as set forth in Appendix A, the State's exclusive remedy and Contractor's entire liability in contract, tort, negligence or otherwise arising out of or in any way connected with Services hereunder is the payment by Contractor of actual damages not to exceed the actual charges paid by the State to Contractor for the period that such Services caused the actual damage. For any claims arising under this Agreement that are covered by a service credit set forth in Appendix A, such service credit shall constitute the State's sole and exclusive remedy and Contractor's entire liability.
- E.11. Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent it is determined by a court of competent jurisdiction, including appellate review if pursued, to violate the law or constitution of the State of Tennessee.
- E.12. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN RESPECTING THIS AGREEMENT OR THE SERVICES, PRODUCTS, MATERIALS AND DOCUMENTATION PROVIDED. CONTRACTOR DOES NOT WARRANT THAT THE USE OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE SOFTWARE PRODUCTS ARE ERROR-FREE.
- E.13. Any Reseller or third party receiving the State's orders for service hereunder or providing any service for Contractor hereunder is not a partner, agent, employee or franchise of Contractor and has no authority to bind Contractor or to assume or create any obligations express or implied on behalf of Contractor or in Contractor's name. Contractor and the State are not partners, agents, employees or franchisees of each other.
- E.14. Contractor Confidential Information and Contractor Software. Contractor warrants to the State that it has the right to disclose all confidential information it discloses to the State under the obligations of confidentiality as set forth herein. The State agrees to retain in confidence and not disclose to others any information, whether or not in written form, of Contractor, including, but not limited to, trade secrets, marketing materials, data compilations, business plans, user data and technical information, which is designated as confidential by Contractor at the time it is disclosed to the State or which the State otherwise knows is confidential ("Contractor Confidential Information"). The State agrees that all Contractor Confidential Information will remain the exclusive property of Contractor and that during the term of this Contract and for three (3) years from its expiration or termination: (i) it will maintain, and will use prudent methods to cause its employees and agents to maintain, the confidentiality and secrecy of the Contractor Confidential Information; (ii) it will use prudent methods to see that it and its employees and agents do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Contractor Confidential Information; (iii) it will return or destroy all copies of Contractor Confidential Information upon request of Contractor; and (iv) it will not use the Contractor Confidential Information for any purpose other than as permitted in this Contract. It is further agreed that the terms and conditions of this Contract are confidential, provided that the existence of this Contract and descriptions of the Services hereunder may be disclosed in press releases and other marketing collateral.

Notwithstanding the foregoing, Contractor Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the State; (ii) is disclosed to third parties by the Contractor without restriction on such third parties; (iii) is in the State's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Contract; (iv) is disclosed to the State by a third party having no obligation of confidentiality with respect thereto; (v) is independently developed by the State without

reference to of use of the Contractor's Confidential Information; or (vi) is released from confidential treatment by written consent of the Contractor. The State may disclose the Contractor's Confidential Information to the extent required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid order; provided that the State first notifies the Contractor and gives the Contractor the opportunity to seek a protective order or to contest such required disclosure.

The State shall have no obligation to treat as confidential any information that was in the State's possession without binder of secrecy prior to receipt from the Contractor, is independently developed by the State or is or becomes public knowledge independent of any act by the State.

All software and related documentation (a) owned or licensed by Contractor prior to the Effective Date which is necessary to or used in connection with the Services or (b) which Bull Services acquires ownership of or license rights in after the Effective Date and which are necessary to or used in connection with the Services (collectively the "Contractor Software" or "Bull Software") shall be and shall remain the exclusive property of Bull, and the State shall have no rights or interests in the Bull Software except as may be expressly provided in this Contract.

As part of the Services, Contractor shall:

- (a) use the Bull Software as identified in Appendix A as being supplied by Bull and such other system software as the State and Bull may agree from time to time (collectively, the "Bull Software"); and
- (b) make available the Bull Software to the State for its use on the Bull computer systems as identified in Appendix A Sections #2(A)(2) (collectively the "Bull System"), as they may be modified by an approved RFC, provided that such right to use by the State shall be limited to such use as is necessary to make effective use of the Services. The State further agrees that Bull Software is confidential information, which shall be treated in accordance with this Section E.15 of this Contract.

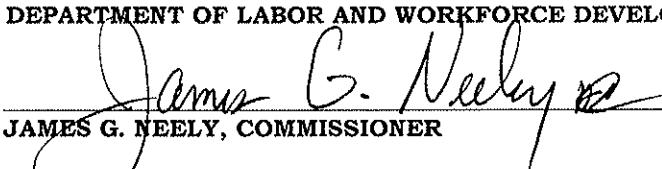
**IN WITNESS WHEREOF:**

**BULL HN INFORMATION SYSTEMS INC.**

  
CONTRACTOR SIGNATURE

6-30-2008  
DATE

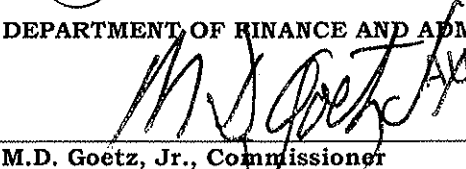
Jonathan J. Burbank, President,  
PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)  
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT:

  
JAMES G. NEELY, COMMISSIONER

7/7/08  
DATE

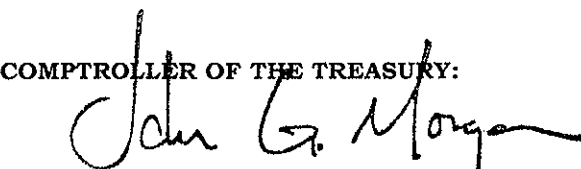
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
M.D. Goetz, Jr., Commissioner

DATE

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

8/22/08  
Date

TDLWD  
RECEIVED

JUL 31 2008

FISCAL SERVICES  
NASHVILLE, TN

TDLWD  
RECEIVED

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FISCAL SERVICES  
NASHVILLE, TN

## **Appendix A**

### **Statement of Work (“SOW”)**

#### **1. Services**

A. The Services to be supplied by Bull consist of the following:

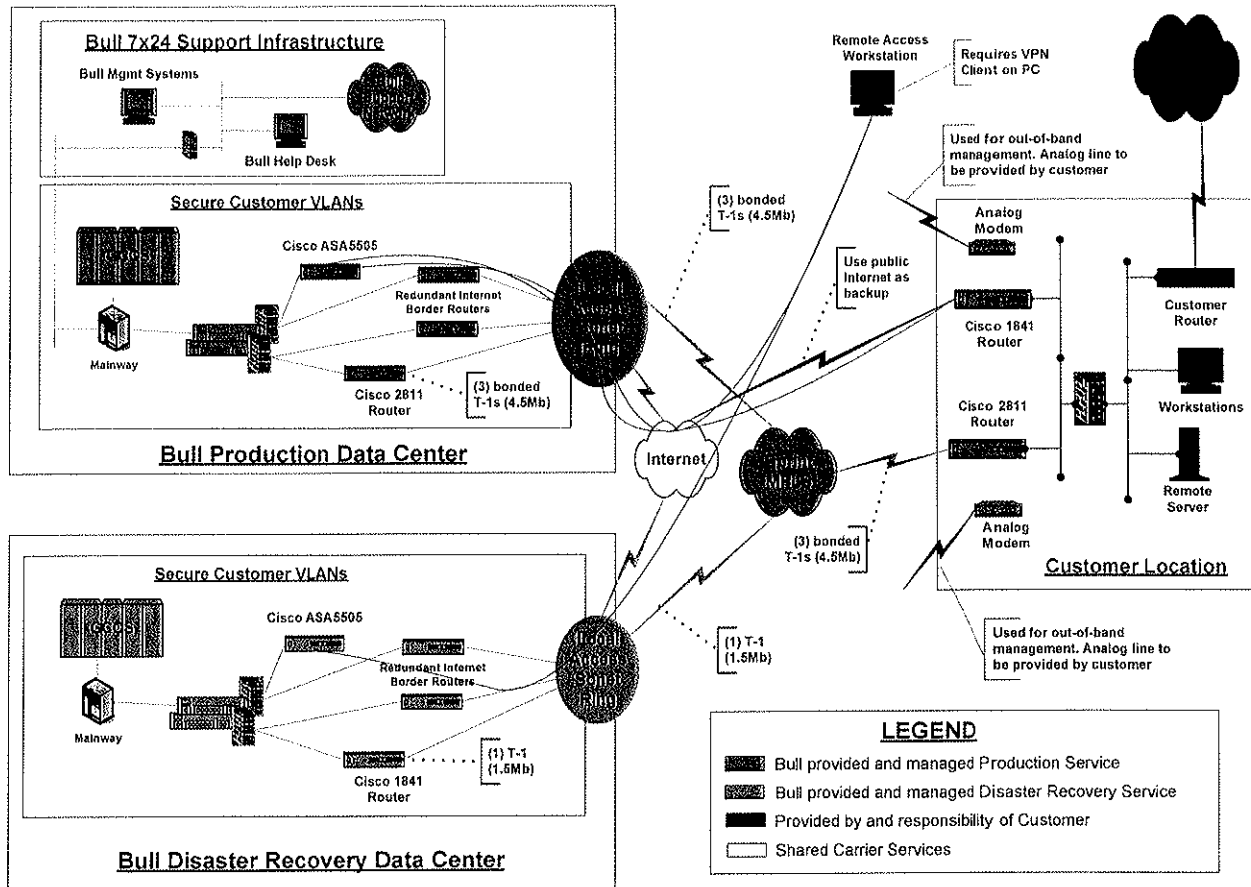
- (1) Remote Hosting Services
- (2) Disaster Recovery Services
- (3) Remote Technical Support

#### **2. Remote Hosting Services**

A. Bull shall make available the following:

- (1) Phase 1 - Transition Management
  - a) Bull will provide overall project management for the migration of the State’s GCOS 8 workload to a Bull Data Center.
  - b) Bull will provide technical, networking and communications support for the installation of the dedicated communications environment.
  - c) Bull may implement software that Bull determines is needed to facilitate the transition of the State’s GCOS 8 workload to a dedicated GOS environment.
  - d) Bull will provide resources if required to help convert current JCLs to conform to dedicated GOS environment requirements and standards in the Bull Data Center.
  - e) Bull will provide a communications environment within the Bull Data Center that separates the State’s communications infrastructure from any other Bull customer. Bull and the State’s responsibilities for the communications environment are depicted in the following diagram.

## Bull Managed Service for State of Tennessee



Bull will provide:

- Network monitoring and repair of its network services 7 x 24 through its automated Bull Network Management Center. Bull will supply to the State general network availability metrics for segments of the network under the direct responsibility of Bull.
- Project management for the implementation of the State's network services at the Bull Data Centers.
- Implementation software that is necessary to facilitate the Services provided by Bull, where such software is part of the Bull Provided Software set forth in Attachment 4 attached to this SOW.
- Installation and configuration for the implementation of the State network solution provided by Bull as depicted in the above diagram at the Bull Data Center, provided, however, that installation at the State remote location will be provided by the State with the remote assistance from Bull.
- Network infrastructure to segregate the State from other Bull customers while allowing limited access to the State GCOS systems at the Bull Data Centers.
- Internet access at the Bull Data Centers allowing remote client VPN access to the State systems.

- A Bull 7x24 fully managed Cisco 2811 router at the Bull Production Data Center. This router will be used to terminate three (3) T-1 MPLS ports provided by Bull. The router will be configured so that the three (3) T-1s will be bonded to provide a 4.5Mb connection between the remote State location and the Bull Production Data Center.
- A Cisco ASA5505 VPN device at the Bull Production Data Center allowing up to twenty-five (25) named remote users secure access via the Internet to the State's applications on a monthly basis. This ASA device will also be used to terminate the backup secure VPN tunnel via the public Internet. This tunnel will be used to provide connectivity between the State location and the Bull Production Data Center, should the MPLS service be unavailable.
- A Bull 7x24 fully managed Cisco 2811 router at the State location. This router will be used to terminate three (3) T-1 MPLS ports provided by Bull. The router will be configured so that the three (3) T-1s will be bonded to provide a 4.5Mb connection between the remote State location and the Bull Production Data Center. The router will have a Bull provided modem attached to the console port on the router to be used for out-of-band management. The State will provide a dedicated analog line to be attached to the Bull provided router.
- A Bull 7x24 fully managed Cisco 1841 router at the State location. This router will be used to terminate a secure VPN tunnel on that will provide backup connectivity via the public Internet should the dedicated MPLS connection be unavailable. The Internet access at the State's location will be provided by the State. The router will have a Bull provided modem attached to the console port on the router to be used for out-of-band management. The State will provide a dedicated analog line to be attached to the Bull provided router.
- A Bull 7x24 fully managed Cisco 1841 router at the Bull Disaster Recovery Data Center. This router will be used to terminate a T-1 MPLS port on provided by Bull. The router will be configured to provide a T-1 connection between the remote State location and the Bull Disaster Recovery Data Center.
- Bull will create a VPN tunnel from the Bull Disaster Recovery Data Center to the State location for access to the ICON system.
- A Cisco ASA5505 VPN device at the Bull Disaster Recovery Data Center allowing up to twenty-five (25) named remote users secure access via the Internet to the State's applications on a monthly basis.
- Bull will assign public Internet IP addresses to the devices managed by Bull in the Bull Data Centers. The State will provide Bull a public Internet routable IP address for any device managed by Bull at a State location.
- Bull will provide redundant core switches and will use VLANs and firewalls to logically segregate the State's network environment from other Bull customers at the Bull Data Centers.

Limitations:

- Bull is responsible for only the network infrastructure it supplies.
- Bull may at any time change its Internet Service Provider (ISP) as may be necessary for Bull to supply the services in the most appropriate manner and/or to best address the State's then current workload requirements. The State will be given advance written notice of any changes, which would affect its processing. An RFC will be processed if such changes result in increased Managed Hosting Service Fees.
- Bull is not responsible or otherwise liable for and makes no representation or warranty in connection with the adequacy of the three (3) T-1 devices.

(2) Phase 2 - Operations:

- a) Bull will supply the Bull Operating System Software required to provide the Remote Hosting Services.
- b) Bull will provide the following initial configuration (the "Bull System")

Qty	Description
1	Access to a dedicated Guest Operating System (GOS) on a shared DPS9000/758-2
400GB	Disk space dedicated for the State's volsets
8	Cartridge tape transports COMP18 (Shared Environment)
8	Eagle COMP36 tape transports (Shared Environment) - Owned by the State
1	DataBase Server Processor (DBSP)

- c) Bull will provide computer operation functions twenty-four (24) hours a day, three hundred and sixty five (365) days a year including tape mounts/dismounts and periodic saves.
- d) Bull will provide off-site tape storage and rotation.
- e) Bull will provide a Help Desk function which will be accessible to designated personnel of the State twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. Once calls are qualified, they shall be routed to the appropriate support personnel. Notification is provided to the State regarding progress on resolution, and final outcome.
- f) Bull will provide up to eight (8) hours of remote technical support per month.
- g) Bull will provide an individual, acceptable to the State, to act as account manager. The account manager will be the primary contact between Bull and the State for questions, problem identification and resolution, and billing issues.
- h) Bull will provide the software described in Attachment 4 (the "Bull Provided Software"). The extent to which the Bull Provided Software will be supported by Bull as part of this Agreement shall be Full Support, Limited Support or No Support. The level of software support for the Bull Provided Software in effect as of the Effective Date of this Agreement is set forth in Attachment 4. Bull shall have the right to change the level of software support for the applicable Bull Provided Software effective upon written

notice to the State. For purposes of this SOW, the following definitions shall apply:

- (a) Full Support – Bull shall use reasonable efforts to provide software that conforms to its published specifications through problem research, engineering support through the opening and processing of System Technical Action Requests (“STARs”), the development and application of temporary fixes and/or emergency bypasses as well as searching and making available the results of any known problem files and for those items of Bull Provided Software that are designated as owned by a third party, then all of the foregoing is subject to the extent any support is available from such third party.
- (b) Limited Support – Bull shall use reasonable efforts to provide software that conforms to its published specifications through the application of previously developed temporary fixes and/or emergency bypasses and making available the results of known problem files, if any.
- (c) No Support – No support is provided at all.

B. Other

- 1) If the migration cannot be completed within a reasonable time due to technical problems or it is determined that the mutually agreed upon date for the start of Phase 2 - Operations cannot be met, then Bull shall have the right, but not the obligation to cancel this Contract without any further obligation or liability to the State and the State shall pay nothing.
- 2) The network and remote printing environment is intended to support the State’s GCOS 8 processing requirements as of the Effective Date of this Contract. Any changes in State requirements after the Effective Date or any configuration changes after commencement of Phase 2 - Operations shall be considered outside the scope of this Contract.
- 3) All equipment furnished by Bull to the State under this Contract, remains the property of Bull and shall be returned to Bull upon termination of this Contract.
- 4) Bull may at any time change the Bull System to provide the most efficient operating environment for the State and/or to best match the State’s then current workload requirements. The State will be given advance notice of any changes which would affect its processing.
- 5) The State acknowledges that Bull shall have the right, during the Term of this Contract, to move the location of the Bull Data Center from where some or all of the Services defined in a SOW are performed (including those Services described in Sections 1, 2 or 3 of this SOW) and where some or all of the Bull provided hardware, Bull Software, State Software and/or State Hardware used to perform such Services are located, to the extent Bull determines, in its sole discretion, that such a move would enable Bull to deliver the Services in a more cost effective or efficient manner. Any such move shall not materially disrupt, inhibit or lessen the Services or quality and level of such Services provided to the State by Bull, provided that (a) the State acknowledges and agrees that there shall be a mutually agreed upon, coordinated outage of Service and (b) the State shall provide reasonable assistance and cooperation to Bull in connection with any relocation or change described above.

- 6) Bull may at any time change its Internet Service Provider (ISP) as may be necessary for Bull to supply the Services in the most appropriate manner and/or to best address the State's then current workload requirements. The State will be given advance written notice of any changes, which would affect its processing. An RFC will be processed if such changes result in increased Managed Hosting Service Fees.
- 7) The Backup Recovery Services Agreement Number FA-06-16479-00 between Bull and the State effective August 1, 2005 (the "Backup Recovery Services Agreement") shall terminate upon the start of Phase 2 – Operations in so far as Section 3 of this SOW provides Disaster Recovery Services as part of this Contract. By entering into this Agreement, the State agrees to an extension of the term of the Backup Recovery Services Agreement from August 1, 2008 through the start of Phase 2 Operations (the "Extended Period") and shall issue a purchase order to Bull covering such Extended Period at the rates set forth in the Backup Recovery Services Agreement contemporaneous with execution of this Agreement.
- 8) Contract No. 4036634 having an effective date of March 1, 2008 between Bull and the State and covering the licensing of the SR6 and related Software, as amended (the "License Agreement") shall terminate upon the start of Phase 2 – Operations in so far as a continued productive use license shall not be required by the State once Phase 2 – Operations commences under this Agreement, provided that there shall be no period of time during which the State shall be relieved of paying Bull for a productive use license for the SR6 and related Software under the License Agreement and the date upon which the State is obligated to pay the Monthly Managed Hosting Fee that includes the right for the State to use the Bull Provided Software under this Agreement.
- 9) The State shall provide Bull with written notice of termination of the Agreement Number 4030441 between Bull and the State effective January 3, 2004 under which Bull provides equipment maintenance and software support for certain Bull mainframe equipment and software (the "Maintenance Agreement") such that the Maintenance Agreement shall terminate upon the start of Phase 2 – Operations in so far as such equipment maintenance and software support shall not be required based on the Services that Bull shall provide under this SOW.
- 10) Bull will be responsible for shipment from the State to Bull of eight (8) Eagle COMP36 tape drives to be used by Bull in support of the State's workload, where the State acknowledges and agrees that Bull may use such drives to provide the Services during the Term of this Agreement. (\*)
- 11) Bull will be responsible for shipment from the State to the Contractor of one Database Server Processor (DBSP) to be used by Bull in support of the State's workload, where the State acknowledges and agrees that Bull may use such DBSP to provide the Services during the Term of this Agreement. (\*)

(\*) The State will retain ownership of this hardware and Bull will provide maintenance and support. The cost for transfer service associated with this hardware to Bull will be invoiced to the State.

#### C. State Responsibilities

The State is responsible for:

- 1) Providing on-site personnel at each State location to assist Contractor with the implementation and support of the WAN service and the routers provided by Contractor.



- 2) The installation of the VPN clients on all State workstations. The State will be responsible for the support of the remote workstations.
- 3) Provisioning and associated charges for the analog lines at each of the remote locations.
- 4) Providing any internal wiring required at the State facility to install circuits between the State's site and the Bull Data Center.
- 5) Internet Access of remote workstations.
- 6) Internet Access at each State location.
- 7) Providing the third party software products and maintain vendor support contracts for the software products listed in Attachment 1, which software products shall be considered "State Software", as defined below, and providing the hardware listed in Attachment 2, which hardware products shall be considered "State Hardware", as defined below.
- 8) The cost of any tape transfer services including the initial move of the State's Tape Library to the Bull Data Center. (The cost for such transfer services of the Tape Library to Bull will be invoiced to the State.)
- 9) Operation of its GCOS 8 system, in parallel with the Bull System, for up to thirty (30) days before Phase 2 - Operations. Phase 2 - Operations shall commence at the earlier of the end of this thirty (30) day test period or when the State notifies Bull that the State's testing is completed.
- 10) Print processing and output distribution.
- 11) The State's application programs, synchronization of program changes, database file contents, database administration and Transaction Processing (TP) administration.
- 12) The State's Help Desk taking the first call for end user issues and dispatch unresolved calls to Bull's Customer Support Center.
- 13) The State shall designate no more than two individuals as its representatives, at least one of whom shall be available to Contractor during Regular Business Hours to coordinate activities hereunder. For the purpose of this Section, "Regular Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time, Monday through Friday, excluding all Contractor holidays. The State shall also provide Bull a single point of contact for coordination of all technical and operation matters.
- 14) Providing reasonable access to the State's key personnel during the term of the Contract.
- 15) Obtaining the necessary rights and maintenance for Contractor to have access to all third party software products for use in supporting the State's workload.
- 16) Providing reasonable facility support, protection, and security for equipment provided by Contractor at the State's site, and reasonable access to such equipment all at no cost to Contractor.
- 17) The State shall be solely responsible for the security, completeness, accuracy, reliability, compatibility and timely delivery of its data, files and programs and all results to be obtained therefrom. Further, the State shall implement such other reasonable security measures as may be recommended by Contractor to provide security for the State's data and files.

- 18) The State agrees to take all reasonable and necessary steps to see that each of its users who access the Bull System does so only in accordance with the terms and conditions of this Contract and Bull security requirements and refrains from any activity which may interfere with, disrupt or damage the Services or the Bull System.

Only State employees or State subcontractors may use the Services described in Appendix A. The State agrees that it is solely responsible for such persons and for instructing them in the obligations of the State under this Contract in connection therewith.

- 19) The State represents and warrants to Contractor, with respect to all software used by the State in connection with this Contract, which is not Bull supplied software and which either operates on or communicates with the Bull System (the "State Software"), that the State, either owns or has the right to (a) use the State Software on the Bull System and (b) permit Contractor to use State Software on the Bull System, all for the purposes of this Contract. The State further represents and warrants to Contractor, with respect to any hardware that is to be furnished by the State to Contractor, including, without limitation, the hardware identified in Attachment 2 to this Appendix A (collectively, the "State Hardware"), that the State either owns or has the right to (a) use the State Hardware and (b) permit Contractor to use the State Hardware, all for the purposes of this Contract. It is agreed that Contractor has no obligation to supply or maintain any State Software or State Hardware.
- 20) The State represents and warrants that no data, files, code or programs owned by the State and furnished by the State to Contractor in connection with this Contract shall contain any viruses, code or other programming that is designed to corrupt, damage or otherwise adversely affect computer programs, data, hardware, or Bull Software.
- 21) The State grants Contractor the right to operate the State Software on the Bull System for all purposes consistent with the furnishing of the related Services.
- 22) The State shall comply with any and all security rules and regulations while in Bull facilities.

#### D. Joint Responsibilities

- Bull and the State will mutually agree to IP addressing to be used within the Data Centers and at the State location.
- Bull and the State will work together to resolve any service problems associated with the implementation and operations of the end to end VPN service.
- Bull and the State will work together to resolve any remote workstation access problems using the VPN client via the Internet.
- Bull and the State will mutually agree to processes and procedures associated with service problems involving the router at the remote location.
- Bull and the State will work together to resolve any connectivity issues between the State desktops and the Bull Data Center.

#### E. Service Level Agreement

Contractor provides service level agreements (SLA) of 99.0% availability for the Bull System.

If Contractor fails to meet the overall System Availability requirement of 99.0% in any calendar month for the Bull System, a service credit shall become due in an amount equal to one percent (1.0%) of that month's monthly managed hosting service fee for each full percentage point that System Availability is below 99.0%. A "Service Credit" in this amount shall appear on the next month's invoice to the State.

Overall "System Availability" is defined and calculated as follows:

$$\left[ \frac{(A - B) - C}{(A - B)} * 100 \right]$$

where:

"A" equals the total available hours;

"B" equals the maintenance time including:

- Preventive Maintenance and other normal scheduled maintenance hours
- Any approved special maintenance hours
- The total period of time between Contractor's originally requested time for Emergency Maintenance and the scheduled start time granted by the State

"C" equals the Downtime.

"Downtime" shall be the duration of any period of time during which the Bull System is not providing computing services because of a failure of the VPN (Internet) from the Contractor demarcation ("Network Access") to the Bull System, or a failure of the Operating System software, the central processing unit or other critical system hardware, or more than fifty percent (50%) of any one of the following:

- i. Network Access,
- ii. Disk subsystem or
- iii. Central processing unit processing capacity, provided that such period is not Preventive Maintenance (scheduled downtime) nor is it primarily caused by or under the control of the State or by any failure by the State's Internet Services Provider.

If it cannot be determined that Downtime affecting System Availability was caused by or was under the control of either party, then the occurrence will be logged as "under investigation, cause not determined." The occurrence will be documented, but not considered downtime. If there is an occurrence of the same type of failure within the following ninety (90) days, and it is then determined that Contractor is the responsible party, the appropriate service credit(s) will be issued for all previous failures of the same type occurring during the previous ninety (90) day period. This service credit will be issued in the same month that the cause of the problem was identified. If the failure is determined to be caused by or under the control of the State, the failure, and all failures of the same type during the preceding ninety (90) day period will be logged as "closed," and the cause of the failure will be specified

and recorded. Contractor shall continue to maintain complete and comprehensive records of the unclassifiable problems, and report them in accordance with the terms in force.

**“Preventive Maintenance”** is defined as those activities performed by Contractor that are necessary or desirable for the continuous provision of overall System Availability, including but not limited to, those activities that require the temporary cessation of Service. Preventive Maintenance may be planned and performed from time to time by Contractor. Contractor agrees to provide the State annually with a preventive maintenance schedule for the next calendar year within thirty (30) days after receiving from the State a fiscal calendar showing closing periods.

**“Emergency Maintenance”** is defined as any maintenance activities performed by Contractor after consulting with the State, upon Contractor becoming aware of the likelihood that system degradation may result in an imminent further degradation of service and/or total cessation of service. Emergency Maintenance activities shall be performed prior to or during the occurrence of such a degradation, and shall include such actions that are reasonable and necessary to prevent a further degradation and/or total cessation of service, and to restore service with the least possible impact to end users. Emergency Maintenance activities are those that cannot reasonably be deferred until the next scheduled maintenance period without incurring an unacceptable risk of a further degradation of service and/or a total cessation of service. Once Contractor notifies the State of the need for an Emergency Maintenance period no service credits for System Availability will apply for the period of time between being notified and the time when the Emergency Maintenance period actually begins.

### 3. Disaster Recovery Services

- A. If the Bull System is expected to be unavailable for use for more than forty eight (48) continuous hours for reasons not caused by nor under the control of the State, then if the State affirmatively certifies in writing to Bull that a disaster situation exists for State, then Bull shall utilize a disaster recovery system with an initial configuration equivalent to that set forth in Appendix A, Section 2(A)(2)(b) (the “Disaster Recovery System Configuration”) located at a designated Bull Disaster Recovery Data Center to provide Disaster Recovery Services to the State, unless the State decides not to use such Services. Bull may make changes to the Disaster Recovery System Configuration (additions, replacements, modifications). Such equipment changes by Bull will provide equal or greater functionality. Bull shall notify the State of all changes to the Disaster Recovery System Configuration and shall provide the State with a reasonable amount of Testing Use time if any such change would significantly affect the State's backup recovery procedures and operation.
- B. The State acknowledges and agrees that while the Bull Disaster Recovery Data Center shall not be in the same facility as the Bull Remote Hosting Data Center, the Bull Disaster Recovery Data Center may be in the same geographic region as the Bull Remote Hosting Data Center.
- C. Bull shall provide a Database Server Processor (DBSP) at the Bull Disaster Recovery Data Center as part of the Disaster Recovery System Configuration.
- D. The State agrees to cooperate with Bull in the event of a disaster, to assist in the relocation of the State's workload processing to the Disaster Recover Facility and in the relocation back to the Bull Remote Hosting Data Center.

- E. In order to familiarize the State with the operation of its programs on the Disaster Recovery System configuration and to facilitate the State's development and testing of backup recovery procedures, Bull shall make available to the State at no additional charge up to 96 continuous hours of Testing Use time during each 12 month period of this Contract commencing on the Effective Date. In the event of an actual Disaster declared by the State, if and to the extent the State needs to re-locate any equipment, such as a printer, to the Bull's Disaster Recovery Facility, Bull will cooperate with the State and define a mutually acceptable Request for Change to set forth the terms, conditions and charges, if any, associated with the set up, installation and operation of such equipment, which equipment would be relocated at the State's sole cost and expense.
- F. This Agreement does not provide nor is it intended to provide to the State a guarantee of immediate access or exclusive or uninterrupted use of the Bull Disaster Recovery facilities. The State acknowledges that Bull offers Disaster Recovery Services to other customers/prospects and that a potential scheduling conflict for Disaster Recovery Use of Bull's Disaster Recovery facility could arise. In the event of such an occurrence, Bull will negotiate with the State and any other involved party to arrange an equitable scheduling of use time.

# Appendix B

## Request for Change Form



<b>Requestor:</b>	<b>Client:</b>	<b>Submitted:</b>
<b>Phone:</b>	<b>Fax:</b>	<b>Email:</b>
<b>Description of Change (attach any supporting documentation):</b>		
<b>Reason for Change:</b>		
<b>Requested Evaluation Date:</b>		<b>Requested Completion Date:</b>
<b>Priority (check one):</b> <input type="checkbox"/> 1= Urgent <input type="checkbox"/> 2= High <input type="checkbox"/> 3= Medium <input type="checkbox"/> 4= Low		<b>Impact (check one):</b> <input type="checkbox"/> 1= Top <input type="checkbox"/> 2= High <input type="checkbox"/> 3= Medium <input type="checkbox"/> 4= Low
FOLLOWING TO BE COMPLETED BY Bull Service		<b>Log Number:</b>
<b>Evaluation (include assessment of affected systems and components):</b>		
<b>Deliverables:</b>		
<b>Expected Start</b>	<b>Expected Completion Date:</b>	
<b>Evaluator:</b>	<b>Date:</b>	
<b>Summary of Charges:</b>		
<b>Billable to Cap: YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/>	<b>If Billable, \$ /hour</b>	<b>Charge Number:</b>

### Final Approval

<b>Bull Services Approval/Date:</b>
<b>Client Approval/Date (person authorized for expenditure of funds):</b>
<b>Purchase Order Number (REQUIRED if request is direct billable):</b>

### After Action Review:

<b>Actual Change Date:</b>	<b>Completion: Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>
<b>Change Results (if partial explain or if not completed list reason):</b>	

## Attachment 1

### State Provided Third Party Software:

Software
Louis
Sourcer

## Attachment 2

### State Provided Hardware:

Quantity	Description
1	DBSP and channels
8	Cartridge Tape drive (Eagle) Comp 36



### Attachment 3

#### Attestation Regarding Prohibition on Use of Illegal Immigrants

#### ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Bull HN Information Systems Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	41-0962923

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

  
\_\_\_\_\_  
CONTRACTOR SIGNATURE

NOTICE—This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

Jonathan J. Burbank, President

\_\_\_\_\_  
PRINTED NAME AND TITLE OF SIGNATORY

June 30, 2008

\_\_\_\_\_  
DATE OF ATTESTATION

TDLWD  
RECEIVED

JUL 3 1 2008

FISCAL SERVICES  
NASHVILLE, TN

TDLWD  
RECEIVED

JUL 0 2 2008

FISCAL SERVICES  
NASHVILLE, TN

## Attachment 4

### Bull Provided Software

GCOS 8 SOFTWARE LIST			
	<u>Item #</u>	<u>Description</u>	<u>Class 1 - Full Support</u>
	EXSC201-M000	DPS9000/TA SW PRODUCT SET	Y
	EXSC201-0000	GCOS8 SR6.1BASE SYSTEM	Y
	EXSC202-0000	GCOS8 SR6.1 EXECUTIVE	Y
	EXSC203-0000	GCOS8 SR6.1 SYSTEM ADMIN TOOLS	Y
	EXSC204-0000	GCOS8 SR6.1 TSS COMP FACILITY	Y
	EXSC205-0000	GCOS8 SR6.1 P* COPYRIGHT CD-ROM	Y
	EXSC206-0000	GCOS8 SR6.1 SUP SAVE TAPE	Y
	CLGC201-0000	C COMPILER & RUNTIME	Y
	COBC201-0000	COBOL 74/85 COMPILER & RUNTIME	Y
	FORC201-0000	FORTRAN 77/ESV COMPILER & RUNTIME	Y
	DBDC201-0000	IDS-II COMPREHENSIVE FACILITY	Y
	DBDC203-0000	DBSP-OA CLIENT MODE ACCESS	Y
	CNSC201-0000	G8 BASIC COMM FACILITY	Y
	UTSC201-0000	COMPREHENSIVE SYSTEM UTILITIES	Y
	UTSC208-0000	FAS	Y
	UTSC212-0000	TMS8	Y
	TPDC201-0000	TP8 COMPREHENSIVE FACILITY	Y
	DISC202-0000	DPF8-DS	Y
	DVSC008-VS90	MONO SYSTEM LIC VS90000-E008	Y
	UTSC217-0000	DATA MANAGEMENT AND MIGRATION	Y
	UTSC261-0000	PARK SOFTWARE SET FOR SR6.1	Y
	CNHR102-2000	DNS-E V3 BASE 8 OSI/DSA COM	Y
	CNHR104-2000	DNS-E V3 X .25 PRIV/PUB NET SUPPORT	Y
	CNHR108-2000	DNS-E V3 BSC 3270 SUPPORT	Y
	CNHR109-2000	DNS-E V3 BSC 3270/3780 SUPPORT	Y
	CNHR111-2000	DNS-E V3 SNA3270/PU2.0 SUPPORT	Y
	CNHR119-2000	DNS-E V3 PUS EMUL DSA/SNA GATEWAY	Y
	CNHR121-2000	DNS-E V3 IBM TER ACC>BULL APPL	Y
	CNHR124-2000	DNS-E V3 TER ACCESS DSA TO SNA	Y
	CNHR125-B000	DNS-E V3 TELNTET SER - DSA/SNA	Y
	CNHR130-B000	DNS-E TELNET CLIENT	Y
	EXSU271-LA0H	EXTENSIONS PACK FOR LINUX	Y
	EXSU284-LA0H	RED HAT ENT. FOR ITANIUM 2	Y

**TDLWD  
RECEIVED**

JUL 31 2008